

**VILLAGE OF YELLOW SPRINGS, OHIO
ORDINANCE 2024-19**

**APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF
BLUE CREEK WIND SCHEDULE WITH
AMERICAN MUNICIPAL POWER, INC.
AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH AND
DECLARING AN EMERGENCY**

WHEREAS, the Village of Yellow Springs, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its customers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. (“AMP”), of which Municipality is a Member; and

WHEREAS, AMP is a nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members (“Members”), such Members, including Municipality, being political subdivisions that operate, or whose members operate, municipal electric utility systems; and

WHEREAS, Municipality, acting individually, and through AMP with other political subdivisions of this and other states that own and operate electric utility systems jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-10-2005-4379 (the “MSA”), which contemplates that Municipality may enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including Municipality, have determined that they can utilize additional sources of reliable and economical wind-generated electric capacity and energy on a long-term basis, and have requested that AMP arrange for the same by acquiring interests through a purchased power agreement (PPA) in certain wind energy facilities; and

WHEREAS, in furtherance of this purpose, AMP has entered into a purchase power agreement ("Blue Creek Wind PPA") with Avangrid Renewables, LLC (the "Developer") under the terms of which AMP will purchase and Developer will supply and sell up to 254 MWac of capacity and associated energy and environmental attributes from the Blue Creek Wind generation project located in PJM footprint for a period of up to five (5) years; and

WHEREAS, it is necessary and desirable for Municipality to enter into a schedule to the MSA to provide for an additional source of capacity, energy and environmental attributes; and

WHEREAS, through approval and execution of the Blue Creek Wind Schedule authorized below, Members now have the right, but not the obligation, to authorize and request AMP to acquire capacity and energy through the Blue Creek Wind PPA; and

WHEREAS, prior to the adoption of this Ordinance AMP has (i) informed Municipality of the terms of the Blue Creek Wind Schedule; (ii) provided Municipality the opportunity to review the anticipated form of the Blue Creek Wind PPA; and (iii) offered representatives of Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the Blue Creek Wind Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, Municipality requests and authorizes AMP to explore an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the Blue Creek Wind PPA and finance the prepayment on behalf of Municipality through the issuance of bonds by AMP in order to achieve additional savings on the capacity, energy and environmental attributes derived from the Blue Creek Wind PPA that AMP can pass through to Municipality ("Prepay Agreement") subject to the additional requirements set forth in the Blue Creek Wind Schedule.

WHEREAS, after due consideration, Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Developer upon the terms and conditions set forth in the Blue Creek Wind PPA.

NOW, THEREFORE, BE IT ORDAINED BY COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO:

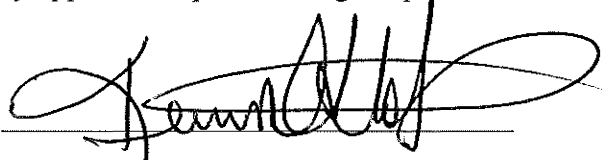
SECTION 1. That the Blue Creek Wind Schedule between Municipality and AMP, substantially in the form attached hereto as Exhibit A, including Exhibits thereto, is approved, and the Authorized Representative of Municipality, identified below, is hereby authorized to execute and deliver the Blue Creek Wind Schedule with such changes as the Authorized Representative may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the Blue Creek Wind Schedule to be conclusive evidence of such approval. For purposes of this Ordinance. Municipality's Authorized Representative is: Johnnie Burns, Village Manager.

SECTION 2. That the Authorized Representative is hereby authorized to (i) acquire under the Blue Creek Wind Schedule, authorized above, at a price of up to \$59.00/MWh, a Contract Amount as defined in that Schedule of up to 1,600 kW, without bid, and (ii) make any determinations and approvals required thereunder, if any, as the Authorized Representative shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

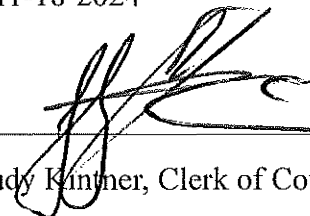
SECTION 4. This ordinance is hereby declared to be an emergency measure immediately necessary to preserve the public interest and for the health, safety and welfare of the citizens of the Village, wherefore, this ordinance shall be in effect immediately upon its adoption by Council.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.



Kevin Stokes, President of Council

Passed: 11-18-2024

Attest: 

Judy Kintner, Clerk of Council

ROLL CALL

Kevin Stokes ___Y___ Gavin DeVore Leonard ___Y___ Brian Housh ___Y___

Carmen Brown ___Y___

Trish Gustafson ___Y___

VILLAGE OF YELLOW SPRINGS, OHIO
BLUE CREEK WIND SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
VILLAGE OF YELLOW SPRINGS, OHIO

MASTER SERVICES AGREEMENT (AMP CONTRACT NO. C-10-2005-4379)

WHEREAS, the [Village of Yellow Springs, Ohio ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter a power purchase agreement (the "Blue Creek Wind PPA") with Avangrid Renewables, LLC ("Developer") under the terms of which AMP is to purchase and Developer is to supply and sell up to approximately 254 MW of capacity and associated energy from the Blue Creek Wind project ("Project") located in the PJM footprint for a period of five (5) years;

WHEREAS, the Blue Creek Wind PPA contemplates that AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the PPA and would finance the prepayment on behalf of Municipalities to allow AMP to offer the capacity, energy and environmental attributes derived from the Blue Creek Wind PPA to Municipalities at an economical price; and

WHEREAS, the Blue Creek Wind PPA provides, among other things, an opportunity for Municipality to receive from AMP reliable, economic, wind-generated capacity, energy and renewable attributes through this schedule to the MSA (the "Blue Creek Wind Schedule").

SECTION 1 - TERM

The term of this Blue Creek Wind Schedule shall be effective as of the Delivery Start Date of January 1, 2025, as defined in the Blue Creek Wind PPA, and shall thereafter be coterminous with the same, for a five (5) year term ending on December 31, 2029 (the "Term"); provided, however, that Municipality's obligation to purchase and AMP's obligation to deliver capacity, energy and renewable attributes pursuant to this Blue Creek Wind Schedule are both contingent on Developer's performance pursuant to the Blue Creek Wind PPA.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Blue Creek Wind PPA, output up to approximately 180 megawatts ("MW") for the first contract year, 200 MW for the second contract year, and 254 MW for contract years three through five of capacity, associated energy ("MWh"), and renewable attributes for the benefit of certain of AMP's Members, including Municipality (the "Contract Amount"). Municipality agrees to take and pay for such capacity, energy and renewable attributes on a *pro rata* basis where and as available pursuant to the Blue Creek Wind PPA. Such *pro rata* amounts will be determined by multiplying Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity, energy and renewable attributes available from time to time under the Blue Creek Wind PPA (as so determined, Municipality's "Share").

AMP is authorized and requested on behalf of Municipality to explore an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the Blue Creek Wind PPA and finance the prepayment on behalf of Municipality through the issuance of bonds in order to achieve additional savings on the capacity, energy and environmental attributes derived from the Blue Creek Wind PPA that AMP can pass through to Municipality ("Prepay Agreement"). In the event that AMP presents and Municipality directs AMP to enter into a Prepay Agreement, AMP may exercise the Limited Assignment Right in the Blue Creek Wind PPA, enter into a Prepay Agreement with a third party and finance the cost of any such prepayment amount through issuance of bonds. Upon authorizing AMP to enter into a Prepay Agreement, Municipality agrees to take such actions necessary to effectuate the Prepay Agreement and the economic benefit created thereby in a timely manner, which may include, but are not limited to:

- A. Enter into a power sales contract that maintains the respective rights and obligations as set forth herein but also recognizes that in order to enter into a Prepay Agreement and finance the same, AMP must comply with the requirements of each Trust indenture, the Blue Creek Wind PPA, other related agreements and thus, Municipality agrees that such power sales contract will be made subject to the terms and provisions of each such AMP obligation;
- B. Obtain all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required in connection with the execution, delivery and performance of the Prepay Agreement;
- C. Take all actions necessary to enable AMP to issue and maintain bonds as tax exempt obligations to finance the Prepay Agreement, including but not limited to (a) delivering, prior to issuance of any tax exempt obligations, executed

certificates relating to the tax requirements applicable to tax exempt obligations, (b) providing to AMP periodic reports after the issuance of any tax exempt obligations regarding the covenants, and (c) represent that at least ninety percent (90%) of the energy delivered will be furnished to retail customers located in the service area of Municipality;

- D. Provide a legal opinion that Municipality has the full legal right and authority to enter into a power sales contract and carry out its obligations thereunder; and,
- E. Agree that the power sales contract prohibits termination while any financing of prepayment obligations remains outstanding or in a manner that requires AMP to settle any mark-to-market obligations under the Blue Creek Wind PPA without passing the entire cost of such mark-to-market obligations to Municipalities.

AMP's execution of a Prepay Agreement is contingent upon Municipality's completion of all actions required to effectuate the Prepay Agreement.

SECTION 3 - DELIVERY POINTS

The Delivery Point(s) for this Blue Creek Wind Schedule shall be the "Delivery Point" as defined in the Blue Creek Wind PPA - unless the same is modified in writing by the parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

A. AMP shall cooperate with Municipality to schedule the capacity and energy to a delivery point as directed by the Municipality.

B. Notwithstanding any other provision of this Blue Creek Wind Schedule and the MSA, Municipality shall, when available, take and pay for Municipality's Share.

SECTION 5 - DEPENDENCE ON BLUE CREEK WIND PPA

Municipality recognizes that AMP's ability to supply wind-generated capacity, energy and renewable attributes under this Blue Creek Wind Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Blue Creek Wind PPA. Additionally, Municipality recognizes that AMP entered into the Blue Creek Wind PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Blue Creek Wind PPA, has certain rights as well as certain obligations. Accordingly,

Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Developer's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

Municipality shall be charged and billed by AMP, in accordance with Section 7 of the Master Services Agreement, for all costs incurred in providing the energy, capacity and environmental attributes from the Blue Creek Project, including the following:

A. Capacity, energy and renewable attributes made available pursuant to this Blue Creek Wind Schedule shall be: 1) the base rates specified in the Blue Creek Wind PPA (such rate to be up to \$59.00/MWh) for the Term, as shown on Exhibit A.

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: any ancillary service, congestion and marginal loss charges by PJM or any other applicable Regional Transmission Organization ("RTO"), an appropriate allocation of metering and other common costs of AMP reasonably allocable to the Blue Creek Wind Schedule in the rates set forth on Exhibit A ("Rate Adjustment").

C. Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

D. In addition to the other compensation to be paid to AMP pursuant to this Blue Creek Wind Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B, as described in the MSA (currently at a rate of [\$000058 /kWh] for Service Fee B).

SECTION 7 – INSTALLED CAPACITY CREDIT

Municipality will receive its Share of the net available Installed Capacity/RPM credits/charges (if any) from PJM or its successor.

SECTION 8 – RENEWABLE ENERGY CREDITS

All Environmental Attributes available to AMP under the Blue Creek Wind PPA may be monetized by AMP at Municipality's direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount times the actual Environmental Attributes available to AMP from time to time under the Blue Creek Wind PPA. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as "renewable", at the direction of Municipality, AMP will directly credit or retire the Environmental Attributes or like environmental credits.

Municipality's election of actions to be taken in regard to Municipality's pro rata share of the Environmental Attributes shall be shown on Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP.

This Blue Creek Wind Schedule is signed below by each party's authorized representative.

**VILLAGE OF YELLOW SPRINGS,
OHIO**

BY: _____

NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
Municipality's Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY: _____
Jolene M. Thompson
President/CEO

DATE: _____

APPROVED AS TO FORM:

BY: _____
Lisa G. McAlister
SVP and General Counsel

EXHIBIT A

RATE SCHEDULE FOR SOLAR ENERGY

2025 Example Rate^{1*}

Base Energy, Capacity and Environmental Attributes Rate = \$56.05 / MWh

PJM Operating Reserves = [\$0.37 / MWh]

AMP Energy Control Center charge = [\$1.00/ MWh]

Service Fee B = [\$0.58/ MWh]

Final Project Energy Rate (example) - \$58.00/ MWh

* Information is for illustration only and subject to change.

EXHIBIT B**Member Contract Amounts****[TO COME]**

Member	Contract Amount (in MW)	Start Date
Amherst		2025
Arcadia		2026
Bedford		2025
Berlin-MD		2026
Bryan		2025
Carey		2025
Celina		2025
Cleveland		2025
Clinton		2026
Clyde		2025
Coldwater		2026
Columbus		2027
Custar		2025
CVEC		2025
Cygnet		2025
Danville		2026
DEMEC		2025
East Conemaugh		2026
Elmore		2025
Ephrata		2026
Front Royal		2025
Girard		2026
Haskins		2027
Hillsdale		2026
Holiday City		2027
Holiday City – Chase Brass		2026
Hudson		2025
Lebanon		2027
Lodi		2027
Lucas		2026
Marshall		2026

Martinsville		2026
Minster		2025
Monroeville		2025
Montpelier		2026
New Knoxville		2026
Niles		2027
Ohio City		2026
Orrville		2025
Painesville		2027
Perkasie		2025
Philippi		2027
Pioneer		2025
Richlands		2025
Seville		2025
St. Marys		2026
Summerhill		2026
Sycamore		2025
Tipp City		2025
Versailles		2025
Wadsworth		2026
Wapakoneta		2025
Westerville		2027
Wharton		2025
Woodsfield		2025
Yellow Springs		2026
Total		

EXHIBIT C

Environmental Attributes

For the years 2025 through 2029, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the Blue Creek Wind PPA:

_____ Municipality requests that AMP sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

_____ Municipality requests that AMP credit Municipality's pro-rata share of Environmental Attributes to Municipality's PJM GATS account.

[MEMBER]

BY: _____

TITLE: _____

DATE: _____

EXHIBIT D

SECONDARY DELIVERY POINTS

[To come]